

GENENCOR INTERNATIONAL, INC. CHRISTOPHER L. STONE 925 PAGE MILL RD. PALO ALTO, CA 94304-1013

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMA RKS

3V2-1123 D.C. 20231

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OFFICE UNITED STATES PATENT AND NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE PEFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/11/1998

REEL/FRAME: 9623/0578

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ESTELL, DAVID A.

DOC DATE: 07/21/1 998

ASSIGNOR:

HARDING, FIONA ANN

DOC DATE: 07/23/1998

ASSIGNEE:

GENENCOR INTERNATIONAL, INC. 1870 SOUTH WINTON ROAD 4 CAMBRIDGE PLACE ROCHESTER, NEW YORK 14618

SERIAL NUMBER: 09060872

PATENT NUMBER:

FILING DATE: 04/15/1998

ISSUE DATE:



9623/0578 PAGE 2

TARA WASHINGTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

TORM PTO-1595 12-11-199	Docket No. GC527
To the Assistant Commissioner for Patents: Please record the attack	hed original documents or copy thereof.
1. Name of conveying party(ies):  David A. Estell and Fiona Ann Harding  Additional name(s) of conveying party(ies) attached Yes  No  Nature of conveyance:  Merger	2. Name and address of receiving party(les):  Name: GENENCOR INTERNATIONAL, INC.  Address: 4 Cambridge Place 1870 South Winton Road Rochester, NY 14618  OCT 0 3 2002
☐ Security Agreement ☐ Change of Name ☐ Other Execution Date: July 21, and July 23, 1998	TECH CENTER 1600/2900  Additional name(s) & address(es) attached? ☐ Yes ☒ No
4. Application number(s) or patent number(s): 09/060,872  If this document is being filed together with a new application, the example of the second	B. Patent No.(s)
5. Name and address of party to whom correspondence concerning document should be mailed:  Name:  Address: GENENCOR INTERNATIONAL, INC. 925 Page Mill Road Palo Alto, California 94304-1013	6. Total number of applications and patents involved: 1  7. Total fee (34 CFR 3.41) \$40.00  □ Enclosed □ Authorized to be charged to deposit account  8. Deposit Account number: 07-1048 (Attach duplicate copy of this page if paying by deposit account.)
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is original document.  Christopher L. Stone  Name of Person Signing	

## Assignment

WHEREAS, **David A. Estell**, residing at 248 Woodbridge Circle, San **M**ateo, CA 944O3, and **Fiona Ann Harding**, residing at 772 Lewis Street, Santa Clara, CA 9505O, have invented a new and useful invention in MUTANT PROTEINS HAVING LOWER ALLERG **ENIC** RESPONSE IN HUMANS AND METHODS FOR CONSTRUCTING, IDENTIFYING AND PRODUCING SUCH PROTEINS and an application for United States Letters Patent was filed on April 15, 1998, U.S. Serial No. 09/060,872; and

WHEREAS, Genencor International, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at 4 Cambridge Place, 1870 South Winton Road, Rochester, New York, is desirous of acquiring an interest in and to said invention, and in the Letters Patents to be obtained the refor;

NOW, THEREFORE, be it known by all whom it may concern:

That for good and valuable consideration the receipt of which is hereby acknowledged, the said inventors have and do hereby sell, assign, transfer and set over unto the said Genencor International, Inc., its successors and assigns, the full and exclusive right, title and interest, including all rights under the Paris Convention for the Protection of Industrial Property, in and to said invention, and in and to any and all Letters Patents to be granted and issued therefor, not only for, to and in the United States of America, its territories and possessions, but for, to and in all other countries, and it has been and is hereby authorized and requested that the appropriate government agencies issue said Letters Patents to said Genencor International, Inc. in accordance with this Assignment.

Said Inventors hereby covenant and agree to cooperate with Genencor International, Inc. to enable said Genencor International, Inc. to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and other assistance, all to the extent deemed necessary or desirable by said Genencor International, Inc. for (a) perfecting the right, title and interest herein conveyed, (b) prosecuting any of said applications, (c) filing and prosecuting applications for reissuance of any said patents, (d) interference or other priority proceedings involving said invention, and (e) legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions, provided, however, that the expense

Docket No . : (

incurred by said Inventors in providing such cooperation shall be paid for by said Genencor International, Inc.

The terms and covenants of this Assignment shall inure to the benefit of said Genencor International, Inc., its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF I undersign as follows:

David A. Estell

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On July 3, 1998, before me, Kay L. Gaviglio, Notary Public, personally appeared David A. Estell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Fiona A. Harding

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On July  $\mathcal{A}$ , 1998, before me, Kay L. Gaviglio, Notary Public, personally appeared Fiona A. Harding, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

KAY L. G AVIGLIO
COMM. # 1179027
NOTARY PUBLIC
CALIF ORNIA
SANTA CLA RA COUNTY
EXPIRES AP RIL 9, 2002



DOLLY A. VANCE, ESQ.

FOUR EMBARCADERO CENTER

SAN FRANCISCO, CA 94111-4187

SUITE 3400

FLEHR HOHBACH TEST ALBRITTON ET AL



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ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMAIRKS Washington, D.C. 20231



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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

TECH CENTER 1600/2900

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RECORDATION DATE: 05/15/2000

REEL/FRAME: 01083 6/0376

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR''S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ESTELL, DAVID A.

DOC DATE: 04/27/2000

ASSIGNOR:

HARDING, FIONA A.

DOC DATE: 05/01/2000

ASSIGNEE:

GENENCOR INTERNATIONAL, INC.

925 PAGE MILL ROAD

PALO ALTO, CALIFORNIA 94304

SERIAL NUMBER: 09500135

PATENT NUMBER:

FILING DATE: 02/O 8/2000

ISSUE DATE:

LAWAN FLETCHER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

SEP 3 0 2002 FORM PTO-1595

## RECORDATION FORM COVER S

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PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks copy thereof.	33 Please record 101378327		
1. Name of conveying party(ies) AMCE David A. Estell; Fiona A. Harding	2. Name and address of receiving party(ies): Name: Genencor International, Inc. Internal Address:		
Additional name(s) of conveying party(ies) attached? [] Yes [X] No			
3. Nature of Conveyance: [X] Assignment(Notarized)[] Merger [] Security Agreement [] Change of Name [] Other	Street Address: 925 Page Mill Road, Palo Alto, California 94304  Country: U.S. Additional name(s) & address(es) attached?[]Yes		
Execution Date: <u>April 27, 2000 &amp; May 1, 2000</u>	nadecond name(s)		
4. Application number(s) or patent number(s):  If this document is being filed together with a new app	olication, the execution date of the application is:_		
A. Patent Application No.(s)	B. Patent No.(s)		
09/500,135			
Additional numbers attac	ched? [] Yes [X] No		
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved:		
Name: DOLLY A. VANCE, ESQ. Internal Address: FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP	7. Total fee (37 CFR 3.41):\$40.00  [X] Enclosed [] Authorized to be charged to deposit account		
Street Address: SUITE 3400 FOUR EMBARCADERO CENTER	8. Deposit account number: 06-1300 Please debit any underpayment or credit any		
City:         SAN FRANCISCO           State:         CA           Zip:         94111-4187	overpayment to the above deposit account.  Our Order No. <u>A-68893/DJB/DAV</u>		
DO NOT USE	THIS SPACE		
and any attached copy is a true copy of the  Dolly A. Vance, Reg. No. 39,054  Name of Person Signing  Sign	the foregoing information is true and correct original document.		
OMB No. 0651-0011 (exp. 4/94)			
***************************************	h this portion cover sheet information to:		
9/2000 DNGUYEN 000001/4 09500135 Assistant Commiss	signments sioner for Patents n, DC 20231		

## **ASSIGNMENT**

WHEREAS, the undersigned, **David A. Estell**, 248 Woodbridge Circle, San Mateo, CA 94403, **Fiona A. Harding**, 772 Lewis Street, Santa Clara, CA 95050, (here in nafter termed "Inventors"), have invented certain new and useful improvements in <u>PROTEINS PRODUCING AN ALTERED IMMUNOGENIC RESPONSE AND METHODS OF MAKING AND USING THE SAME, and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and having Serial No. 09/500,135 and filing date of <u>February 8, 2000</u> and</u>

WHEREAS, <u>Genencor International, Inc.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at 925 Page Mill Road, Palo Alto, California 94304, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any

application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- enable said Assignee to enjoy to the fullest extent the right title and interest Pierein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have **not** entered and **will** not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee. Santa Clara County of ) ss. State of California On this 27 day of April , in the year 2000 , before me Kay L. Gaviglio Notary Public of the State of Califor, personally appeared David A. Estell, personally known to me (or preved to me on the basis of catisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that here executed the same in his/ authorized capacity(is), and that by his/ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. KAY L. GAVIGLIO CALLEORNIA County of Santa Clara ) ss. State of California On this 1stay of May, in the year 2000, before me, Kay L. Gaviglio Notary Public of the State of California sonally appeared Fiona A. Harding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that selected the same in fisher authorized capacity(ies), and that by fisher signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. (Seal)

Page 3 of 3